

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: County-Wide Water Supply Interlocal Agreement with The St. Johns River Water Management District

DEPARTMENT: Environmental Services **DIVISION:** Administration

AUTHORIZED BY: *Robert G. Adolphe* **CONTACT:** Bob Adolphe **EXT.** 2012
Robert G. Adolphe, P.E.

Agenda Date <u>9/28/04</u>	Regular <input type="checkbox"/>	Consent X Work Session <input checked="" type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>	Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve Agreement between the St. Johns River Water Management District (SJRWMD) and Seminole County for County-Wide Water Supply Planning.

BACKGROUND:

This Agreement being requested for BCC approval is a partnership between SJRWMD and Seminole County for the purposes of coordinating a county-wide consolidate water supply planning effort. This intent of this consolidated effort is to prepare a determination of reasonable demand for all water use through 2025 from all present and future sources as well as an evaluation of all water supply facilities owned and operated by local governments in Seminole County.

The SJRWMD will be fully funding this project. The participating local governments will be participating through support staff, time and information. In the event the SJRWMD fails to fund the project this Agreement, the Agreement becomes null and void.

Reviewed by:	
Co Atty:	<u><i>D. District</i></u>
DFS:	_____
Other:	_____
DCM:	<u><i>SS</i></u>
CM:	<u><i>JK</i></u>
File No.	<u>CESA01</u>

9-15-04

**COUNTY-WIDE WATER SUPPLY PLANNING
INTERLOCAL AGREEMENT**

This INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2004, pursuant to Section 163.01, *Florida Statutes*, for the purpose of setting forth the understandings and agreements of the signatories to the Agreement with regard to the development of a county-wide water supply planning document.

WHEREAS, nothing in this Interlocal Agreement shall be construed to: (1) preclude any signatory to this Interlocal Agreement from continuing to operate its existing water supply facilities; or (2) restrict any signatory in any way from its ability to develop new water supply facilities in order to meet the demands of its residents and customers for a dependable, adequate and cost-effective potable water supply.

WHEREAS, it is the intent of the signatories to this Interlocal Agreement that the county-wide plan be developed with reliable and current data and analysis and be based upon, at a minimum, the following considerations: (1) to determine the total amount of ground water that can be withdrawn in Seminole County from the Floridan aquifer without causing harm to the water resources (sometimes referred to as the “sustainable yield”), (2) maximize the reasonable-beneficial use

of water resources in Seminole County; (3) minimize adverse environmental impacts; (4) identify cost-effective water supply options that the local governments in Seminole County might develop either individually or collectively or with other local governments outside of Seminole County; and (5) any new sources in Seminole County should not compete or conflict with any existing local government user in Seminole County.

Section 1. Recitals and Intent. The above recitals (whereas clauses) set forth above are true and correct and form a material part of this Interlocal Agreement upon which the parties have relied.

Section 2. Purpose. The purpose of this Interlocal Agreement is to set forth the terms and conditions under which the signatories to this Interlocal Agreement have agreed to work together cooperatively to prepare a Seminole County Water Supply Planning Document.

Section 3. Elements of Water Supply Planning Document. The Seminole County Water Supply Planning Document shall contain, at a minimum, the following elements:

(a) A determination of the anticipated reasonable-beneficial demand for all water use through at least the year 2025 by land use types and geographical areas in Seminole County;

(b) A listing and analysis of the present and future sources of water and treatment requirements for those sources, including amount, reliability and cost for each source;

(c) A status report and schedule of all water use permits for water in excess of 100,000 gallons per day (annual average) in Seminole County;

(d) A description of each water conservation measure currently being implemented or scheduled for implementation by all local governments in Seminole County; and

(e) An evaluation of all water supply facilities owned and operated by local governments in Seminole County, including the following:

(1) recommendations for improved efficiencies including water conservation and reuse;

(2) the feasibility of interconnecting existing water supply facilities (raw and treated);

(3) recommendations regarding coordinating of withdrawals and/or relocating existing facilities to maximize withdrawals and minimize impacts;

(4) the feasibility of additional reuse projects including, but not limited to, replacing present ground water use with reuse water and cooperative projects by local governments;

(5) recommendations on potential joint permitting of existing and future sources and monitoring efforts by local governments in Seminole County.

Section 4. Powers.

(a) The signatories to this Interlocal Agreement shall collectively have all the powers, privileges, and benefits granted by Section 163.01, *Florida Statutes*.

(b) All powers, privileges and duties vested in or imposed upon the signatories to this Interlocal Agreement by virtue of this Interlocal Agreement shall be exercised and performed at the direction of a majority of the signatories to this Agreement.

(c) The transaction of business authorized pursuant to this Interlocal Agreement shall be authorized by a majority of the signatories to this Interlocal Agreement with each local government signatory entitled to one (1) vote.

Section 5. Funding and Support. The signatories to this Interlocal Agreement anticipate receiving funding from the St. Johns River Water Management District to pay for the cost of preparing the Seminole County Water Supply Planning Document. The signatories to this Interlocal Agreement will cooperate as well as provide staff support in the form of time, effort and information needed for the preparation of the Water Supply Planning Document,

and in addition, shall seek technical and financial assistance from other appropriate Federal, State, regional and local governments. In the event the St. Johns River Water Management District fails to fund the preparation of the Seminole County Water Supply Planning Document, this Interlocal Agreement shall become null and void and be of no force or effect.

Section 6. General provisions.

(a) A certified copy of this Interlocal Agreement shall be filed in the Public Records (Land Records) of Seminole County.

(b) This Interlocal Agreement shall become effective upon its approval by a majority of the general purpose local governments located within Seminole County. Any general purpose local government within Seminole County shall thereafter be eligible to become a signatory.

(c) This Interlocal Agreement may be terminated by unanimous agreement of all signatories. Also, any signatory to this Interlocal Agreement may terminate its participation in this Interlocal Agreement by giving written notice to all signatories thirty (30) days prior to its termination date; provided, that however, no signatory may terminate its participation once a contract for the Seminole County Water Supply Planning Document has been entered.

(d) All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given, if in writing and

delivered in person to the addresses or sent by certified or registered mail, postage prepaid with return receipt requested, at the addresses listed in Exhibit A; provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or a day on which United States mail is not delivered.

(e) Any party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

(f) This Interlocal Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

(g) This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 7. Counterparts. This Interlocal Agreement shall be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the undersigned have set their hands and seals
as of the day and year first above written.

July 23, 2004

CITY OF ALTAMONTE SPRINGS

By: _____
Russell Hauck, Mayor

Attest: _____

Date: _____

Approved by: _____
City Attorney

CITY OF CASSELBERRY

By: _____
Bruce Pronovost, Mayor

Attest: _____

Date: _____

Approved by: _____
City Attorney

CITY OF LAKE MARY

By: _____
Tom Greene, Mayor

Attest: _____

Date: _____

Approved by: _____
City Attorney

CITY OF LONGWOOD

By: _____
Dan Anderson, Mayor

Attest: _____

Date: _____

Approved by: _____
City Attorney

CITY OF OVIEDO

By: _____
Gerald J. Seeber, City Manager

Attest: _____

Date: _____

Approved by: _____
City Attorney

CITY OF SANFORD

By: _____
Brady Lessard, Mayor

Attest: _____
Jan Dougherty, City Clerk

Date: _____

For the use and reliance As authorized for execution by
of the City of Sanford City Commission. Approved as to
Form and content at their legal sufficiency

_____, 20 ____
regular meeting.

William L. Colbert
City Attorney

SEMINOLE COUNTY

By: _____
Daryl G. McLain, Chairman

Attest: _____
MaryAnne Morse
Clerk to the Board of County
Commissioners of Seminole
County, Florida

Date: _____

For the use and reliance As authorized for
execution by of the _____
City Commission/Council. Approved as to
form and content at their _____
legal sufficiency, 20____ regular meeting.

City Attorney

CITY OF WINTER SPRINGS

By: _____
John F. Bush, Mayor

Attest: _____

Date: _____

Approved by: _____
City Attorney